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ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

April 6, 1994

0100173017

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Conditional Sale Agreement and Related Agreements, dated as of March 24, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, dated as of April 15, 1979, which was duly filed with the Commission under Recordation Number 10537 and to the related secondary documents filed therewith.

The names and addresses of the parties to the enclosed document are:

Trustee/Lessor: First Security Bank of Utah, N.A.
(successor in interest to
Exchange National Bank of Chicago)
79 South Main Street
Salt Lake City, Utah 84111

Lessee: Nitram, Inc.
5321 Hartford Street
Tampa, Florida 33601

Agent: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

RECEIVED
OFFICE OF THE
SECRETARY
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LICENSING BRANCH

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Mr. Sidney L. Strickland, Jr.

April 6, 1994

Page Two

A description of the railroad equipment covered by the enclosed document is forty-nine (49) covered hopper cars bearing NITX reporting marks and road numbers 11 through 60, inclusive (excluding number 19).

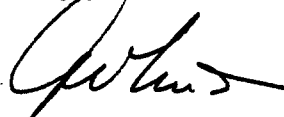
Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Termination of Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment and Assignment of Lease and Agreement filed under Recordation Numbers 10537, 10537-A, 10537-B and 10537-C, respectively.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written over a horizontal line.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

4/6/94

OFFICE OF THE SECRETARY

Robert W. Alvord
m Alvord & Alvord
918 16th St. NW Suite 200
Washington DC 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 4/6/94 at 12:00PM , and assigned
recordation number(s). 10537-D

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

APR 6 1994 -12 00 PM

INTERSTATE COMMERCE COMMISSION

TERMINATION OF CONDITIONAL SALE AGREEMENT
AND RELATED AGREEMENTS

This Termination of Conditional Sale Agreement and Related Agreements ("Termination") is made as of the date set forth above the signatures hereto between and among LaSalle National Bank, as Agent ("LaSalle"), First Security Bank of Utah, N.A., not individually, but solely in its capacity as trustee under Trust Agreement dated as of April 15, 1979 ("Bank"), and Nitram, Inc. ("Nitram") for the benefit of American Grain and Related Industries (A Farmer-owned Cooperative) ("Agri").

RECITALS:

A. Bank is successor in interest to Exchange National Bank of Chicago under the certain Conditional Sale Agreement dated as of April 15, 1979, among Exchange National Bank of Chicago, Railway Marketing Corporation and Pullman Incorporated (Pullman Standard Division), as filed with the Interstate Commerce Commission under Recordation No. 10537 (the "CSA").

B. LaSalle is the assignee under the certain Agreement and Assignment dated as of April 15, 1979, among Pullman Incorporated (Pullman Standard Division), Railway Marketing Corporation and LaSalle, as filed with the Interstate Commerce Commission under Recordation No. 10537-A (the "Agreement and Assignment").

C. Nitram is lessee under the certain Lease of Railroad Equipment dated as of April 15, 1979, between Nitram and Exchange National Bank of Chicago as filed with the Interstate Commerce Commission under Recordation No. 10537-B (the "Lease").

D. LaSalle is assignee under the certain Assignment of Lease and Agreement dated as of April 15, 1979, between Exchange National Bank of Chicago and LaSalle filed with the Interstate Commerce Commission June 26, 1979, under Recordation No. 10537-C (the "Assignment of Lease").

E. The parties desire to terminate the CSA, the Agreement and Assignment, the Lease and the Assignment of Lease (collectively, the "Agreements").

F. By virtue of a Bill of Sale (the "Bill of Sale") executed on or about this same date by Bank, Bank has conveyed to Agri in the State of Iowa all of Bank's right, title and interest in and to forty-nine 100-ton covered hopper cars bearing NITX road marks and numbers 11 through 18, inclusive, and 20 through 60, inclusive (collectively, the "Equipment").

NOW, THEREFORE, in consideration of the Recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each of the Agreements is terminated as of the date hereof by mutual agreement, and none of the parties to any of the said Agreements shall have any other or further obligation under, pursuant to, or arising out of, the Agreements subsequent to this termination. Notwithstanding the foregoing, any provisions in the Agreements relating to indemnification and similar obligations, which by their terms are deemed to survive the termination of the Agreements, will remain in full force and effect.

2. This Termination shall be filed with the Interstate Commerce Commission in accordance with the applicable provisions of 49 U.S.C. §11303.

3. Bank and Agri acknowledge and agree for all purposes that the delivery of, and the transfer of title to, the Equipment to Agri under the Bill of Sale shall be effected in the State of Iowa upon delivery of the Bill of Sale to Agri at its principal office in West Des Moines, Iowa.

4. The Recitals are incorporated into this Termination and are an integral part hereof.

5. This Termination may be executed in separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same agreement.

Dated this 24 day of March, 1994.

FIRST SECURITY BANK OF UTAH,
N.A. (successor in interest to
Exchange National Bank of
Chicago), as Trustee

LASALLE NATIONAL BANK, as
Agent

By


Name: Brett R. King
Title: Trust Officer

By

Name: _____
Title: _____

NITRAM, INC.

By

Name: _____
Title: _____

1. Each of the Agreements is terminated as of the date hereof by mutual agreement, and none of the parties to any of the said Agreements shall have any other or further obligation under, pursuant to, or arising out of, the Agreements subsequent to this termination. Notwithstanding the foregoing, any provisions in the Agreements relating to indemnification and similar obligations, which by their terms are deemed to survive the termination of the Agreements, will remain in full force and effect.

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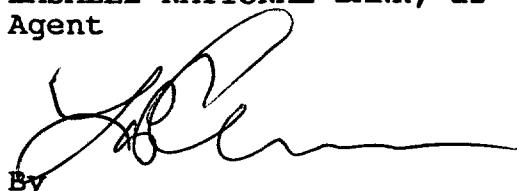
5. This Termination may be executed in separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same agreement.

Dated this 24 day of March, 1994.

FIRST SECURITY BANK OF UTAH,
N.A. (successor in interest to
Exchange National Bank of
Chicago), as Trustee

By _____
Name: _____
Title: _____

LASALLE NATIONAL BANK, as
Agent



By _____
Name: Lars P. Anderson
Title: Assistant Vice President

NITRAM, INC.

By _____
Name: _____
Title: _____

1. Each of the Agreements is terminated as of the date hereof by mutual agreement, and none of the parties to any of the said Agreements shall have any other or further obligation under, pursuant to, or arising out of, the Agreements subsequent to this termination. Notwithstanding the foregoing, any provisions in the Agreements relating to indemnification and similar obligations, which by their terms are deemed to survive the termination of the Agreements, will remain in full force and effect.

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Dated this 24th day of March, 1994.

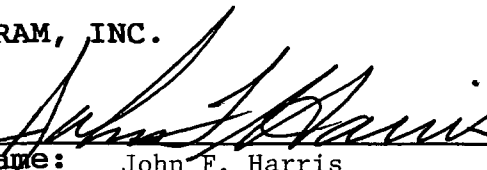
FIRST SECURITY BANK OF UTAH,
N.A. (successor in interest to
Exchange National Bank of
Chicago), as Trustee

LASALLE NATIONAL BANK, as
Agent

By _____
Name: _____
Title: _____

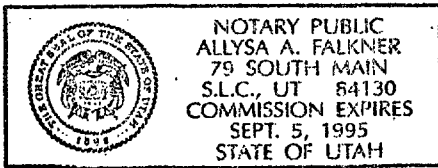
By _____
Name: _____
Title: _____

NITRAM, INC.

By  _____
Name: John F. Harris
Title: President

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 24th day of March, 1994, before me personally appeared Brett R. King who, being by me duly sworn, did say that he is Trust Officer of First Security Bank of Utah, N.A., that one of the seals affixed to the foregoing instrument is the seal of said National Banking Association, and that said instrument was signed and sealed on behalf of said National Banking Association by authority of its By-Laws and by resolution of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said National Banking Association.



Allysa A. Falkner
Notary Public in and for the
said County and State

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On the ____ day of March, 1994, before me personally appeared _____ who, being by me duly sworn, did say that he is _____ of LaSalle National Bank, that one of the seals affixed to the foregoing instrument is the seal of said National Bank, and that said instrument was signed and sealed on behalf of said National Bank by authority of its By-Laws and by resolution of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said National Bank.

Notary Public in and for the
said County and State


STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the ____ day of March, 1994, before me personally appeared _____ who, being by me duly sworn, did say that he is _____ of First Security Bank of Utah, N.A., that one of the seals affixed to the foregoing instrument is the seal of said National Banking Association, and that said instrument was signed and sealed on behalf of said National Banking Association by authority of its By-Laws and by resolution of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said National Banking Association.

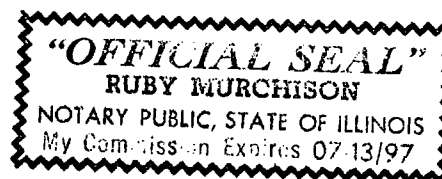
Notary Public in and for the
said County and State

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On the 24 day of March, 1994, before me personally appeared Lars P. Anderson who, being by me duly sworn, did say that he is Assistant Vice President of LaSalle National Bank, that one of the seals affixed to the foregoing instrument is the seal of said National Bank, and that said instrument was signed and sealed on behalf of said National Bank by authority of its By-Laws and by resolution of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said National Bank.



Notary Public in and for the
said County and State



STATE OF Florida)
) SS.
COUNTY OF Pasco)

On this 24th day of March, 1994, before me, the undersigned, a Notary Public in and for the State of Florida, personally appeared John F. Harris, to me personally known, who being by me duly sworn, did say that he/she is the President of Nitram, Inc. executing the within and foregoing instrument, that [the seal affixed thereto is the seal of the] [no seal has been procured by the] corporation; that said instrument was signed [and sealed] on behalf of the corporation by authority of its Board of Directors; and that John F. Harris, as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Orly E. Chambless
Notary Public in and for
said State

Notary Public, State of Florida at Large.
My Commission Expires April 22, 1995.